

[*Egenrieder v. Metropolitan Edison Co.*](#), 85-ERA-23 (ALJ Nov. 16, 1987)

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U.S. Department of Labor
Office of Administrative Law Judges
Seven Parkway Center
Pittsburgh, Pennsylvania 15220
412-644-5754

DATE ISSUED: NOV 16 1987

CASE NO. 85-ERA-23

In the Matter of

EDWARD C. EGENRIEDER,
Complainant

v.

METROPOLITAN EDISON COMPANY/ GENERAL PUBLIC UTILITIES
Respondents

SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, Edward C. Egenrieder (hereinafter "Egenrieder") has filed a complaint with the Department of Labor pursuant to the Energy Reorganization Act of 1974 (ERA), 42 U.S.C. § 5851 (1974), alleging that Metropolitan Edison Company (hereinafter "Metropolitan Edison") and General Public Utilities Corporation (hereinafter "GPU"), as joint employers, took adverse action against him in violation of the provisions of the ERA; and

WHEREAS, Egenrieder commenced a civil action by Writ of summons against GPU, Metropolitan Edison and GPU Nuclear

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Corporation (hereinafter "GPU Nuclear") in the Commonwealth of Pennsylvania, County of Dauphin, Docket No. 2580 § (1985), and

WHEREAS, the parties through their respective counsel have engaged in discussions to amicably resolve the dispute, the terms of the settlement agreement are set forth below:

AND NOW, intending to be legally bound hereby, the parties hereto agree as of the **4th day of November, 1987**, as follows:

1. Metropolitan Edison, GPU and GPU Nuclear agree to pay or cause to be paid to Egenrieder the amount of Thirty-Three Thousand and Two Hundred Dollars (\$33,200.00) as full settlement of his claims.

2. Egenrieder agrees to withdraw all pending complaints with the Department of Labor and to file with the Office of Administrative Law Judges in Case No. 85-ERA-23 a Withdrawal of Request for Hearing and a Request to Enter Dismissal with Prejudice signed by counsel on his behalf and will take any further steps necessary to obtain a dismissal with prejudice of that case. Further, Egenrieder agrees to withdraw the civil action Docket No. 2580 § (1985) with prejudice and will take any further steps necessary to obtain a dismissal with prejudice of that case.

3. Egenrieder agrees to release Metropolitan Edison, GPU, and GPU Nuclear and their subsidiaries and affiliated companies, their officers, directors, employees, agents, successors, assigns and insurers of any and all of the companies, from any and all claims, demands, liabilities, rights, damages, debts, obligations, responsibility, actions or causes of action, whether at law or in equity, which he now has or ever has had against the persons, firms, entities or corporations intended to be released.

4. Without limiting the generality of the previous paragraphs, and in addition to and independent of those paragraphs, Egenrieder agrees to release Metropolitan Edison, GPU, GPU Nuclear and their subsidiaries and affiliated companies, their officers, directors, employees, agents, successors, assigns and insurers of any and all of the companies, from any and all claims, which are or may be based in whole or in part on, or which are or may be related to, or in any way connected with, his employment or the termination of his employment or any attempts to be rehired after termination at Metropolitan Edison, GPU, GPU Nuclear or any other company, entity or firm, whether or not affiliated with Metropolitan Edison, GPU or GPU Nuclear, including but not limited to any claims under the Energy Reorganization Act, the Civil Rights Act of 1964, as amended, the

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Pennsylvania Human Relations Act and the National Labor Relations Act, or at common law.

5. Egenrieder declares, warrants and understands that he will not disclose, or cause to be disclosed, the nature, amount, terms or conditions of this Settlement Agreement and Release to any persons other than to members of his immediate family and that any disclosure will constitute a breach of this Agreement which shall permit Metropolitan Edison, GPU and GPU Nuclear to pursue any and all available remedies to recover the amounts furnished under this Agreement and to obtain other damages or appropriate relief.

6. Egenrieder declares that he knows and understands the contents of this Settlement Agreement and Release. that he has executed it voluntarily, that he has been provided the opportunity to discuss the terms of this Agreement with counsel, and that he understands that after signing this Settlement Agreement and Release, he cannot proceed against any person or entity mentioned herein with respect to or on account of any of the matters referred to herein.

7. It is understood that this Settlement Agreement and Release is the compromise of a doubtful and disputed claim, and that the payment of said sum is not to be construed as an admission of liability of the persons, firms or corporations, hereby released, by whom liability is denied.

8. It is further understood that in accordance with *Johnson v. Transco Products*, Case No. 85-ERA-7 (August 8, 1985), the parties hereby warrant that the terms of this Settlement Agreement and Release are fair, adequate and reasonable and are entered into voluntarily without coercion or based upon any promises, warranties or representations not contained within this Agreement.

9. The Settlement Agreement and Release shall be approved as required by the Administrative Law Judge and/or the Secretary of Labor or his designee and payment of said sum shall be tendered to Egenrieder upon approval.

10. This Settlement Agreement and Release shall be binding upon Edward C. Egenrieder and his heirs, executors, administrators, assigns, successors, beneficiaries and agents and shall inure to the benefit of Metropolitan Edison, GPU, GPU Nuclear and their subsidiaries and affiliated companies, their officers, directors, employees, agents, successors, assigns and insurers of any and all of the companies, its successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this

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Settlement Agreement and Release with the intention of being legally bound as of the date and year first above written.

s/ EDWARD C. EGENRIEDER

s/ MARY CATHERINE FRYE, ESQUIRE
Counsel for Edward C. Egenrieder

s/ LARRY J. RAPPORT
METROPOLITAN EDISON COMPANY
GENERAL PUBLIC UTILITIES CORPORATION
GPU NUCLEAR CORPORATION

Approved:

s/ DANIEL L. LELAND
Administrative Law Judge
Daniel L. Leland

[Editor's Note: Secretary's Signature does not appear on this slip op.]
Secretary of Labor

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RELEASE

KNOW ALL MEN BY THESE PRESENTS, that EDWARD C. EGENRIEDER, for and in consideration of good and sufficient consideration, does hereby release and forever discharge METROPOLITAN EDISON COMPANY, GENERAL PUBLIC UTILITIES, GPU NUCLEAR CORPORATION, and any parent and/or affiliates, their respective predecessors, successors, assigns, subsidiaries, affiliates, officers and employees, and each of them, of and from any and all manner of actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever, in law, in equity, and specifically in connection with the charges of violation of the provisions of the ERA filed by Edward C. Egenrieder by and against the said METROPOLITAN EDISON COMPANY, GENERAL PUBLIC UTILITIES, GPU NUCLEAR CORPORATION, and their subsidiaries and affiliated companies, their officers, directors, employees, agents, successors, assigns and insurers of any and all of the companies, including all claims that EDWARD C. EGENRIEDER ever had, or which his heirs, executors, administrators, successors or assigns, or any of them, hereinafter can, shall or may have, for, or by reason of any cause, matter or thing whatsoever, from the beginning of time to the date of those presents.

IN WITNESS WHEREOF, EDWARD C. EGENRIEDER has hereunto set his hand and seal this 4th day of November, 1987.

s/ EDWARD C. EGENRIEDER

Sworn to and subscribed
Before me this 4th
Day of November, 1987.

s/ KATHY D. ENDERS
Notary Public

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